

Exhibit A-3

PSZ&J Engagement Letter



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Laura Davis Jones

October 15, 2021

ljones@pszjlaw.com
302.778.6401

PERSONAL & CONFIDENTIAL

(via email to JItkin@arnolditkin.com)

Jason Itkin, Esquire
Arnold & Itkin LLP
6009 Memorial Drive
Houston, TX 77007

Re: Retention of Pachulski Stang Ziehl & Jones LLP

Dear Jason:

Thank you for requesting Pachulski Stang Ziehl & Jones LLP ("PSZ&J" or the "Firm") to serve as bankruptcy counsel to advise and represent Arnold & Itkin LLP (referred to herein as the "Client") in connection with litigation related to proceedings filed by LTL Management and their affiliates (the "Debtors"), under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). This letter will confirm the terms of PSZ&J's representation.

1. General Nature of the Representation

PSZ&J's legal services will include advising Client with respect to bankruptcy issues that may arise during the course of the Debtors' bankruptcy cases, including: representation of Client at hearings in the Bankruptcy Court concerning the Debtors' chapter 11 cases; representation of Client in litigation in the Bankruptcy Court; and otherwise advise Client with respect to the Debtors' bankruptcy cases. PSZ&J's legal services will not ordinarily include appearances before any court or agency, other than the Bankruptcy Court, with respect to matters, which are, in essence, disputes involving issues of non-bankruptcy law, or the provision of substantive legal advice outside the insolvency area, unless we agree to represent Client in such matters. In this regard, PSZ&J will not

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provide advice or representation regarding matters of taxation, labor, securities, ERISA, probate/estate planning, criminal, or other non-bankruptcy or non-debtor/creditor specialties of the law.

2. Attorneys' Fees

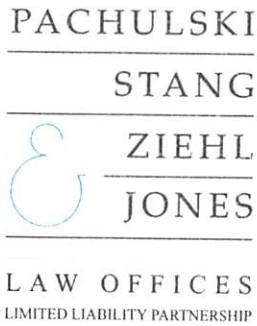
PSZ&J accepts its proposed employment and agrees to take such steps as are reasonably advisable to achieve Client's goals. Client acknowledges that PSZ&J has made no guarantee or promise regarding the results of PSZ&J's representation of Client and all expressions relative thereto are PSZ&J's opinions only.

PSZ&J will send bills to the Client on a monthly basis or such shorter intervals as the Firm deems appropriate in connection with its representation of the Client. Our fees are computed and billed on a time-expended basis. Client agrees to pay for services rendered at PSZ&J's prevailing hourly rates at the time and, for services during the bankruptcy cases. PSZ&J's rates now range from \$750 to \$1,495 for partners of PSZ&J, \$675 to \$1,125 for of counsel members of PSZ&J, \$625 to \$725 for associates of PSZ&J, and \$395 to \$425 for paraprofessionals of PSZ&J. The Firm will delegate tasks among the attorneys in the most cost-efficient manner possible, taking into account any court or other deadlines that might be involved. The Firm's hourly rates are subject to periodic adjustments to reflect economic and other conditions.

Although not all of the costs listed will be incurred in this matter, typically costs may include, but are not limited to, expenditures for the following: messenger services, secretarial overtime, computerized legal research, filing fees, court fees, service costs, experts, records procurement, deposition fees/charges, costs of trial, telecopy charges, postage and photocopying.

3. Respective Responsibilities of Attorney and Client

Generally throughout this engagement, Client agrees to cooperate fully with PSZ&J in connection with our representation of the Client by providing PSZ&J with information relevant to this engagement. We will keep Client informed of developments as necessary to perform our services and will consult with Client to ensure the timely and efficient completion of our work.



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As with every PSZ&J engagement, our representation will be conducted in accordance with the highest legal and ethical standards governing the practice of law. Client has the right to terminate our services at any time upon written notice. Client agrees to pay for all services rendered and costs or expenses paid or incurred prior to the date of such termination.

We will also have the right to withdraw from this representation if Client fails to comply with this agreement, if any fact or circumstance arises that would render our continuing representation unlawful or unethical, or for any other reason for which withdrawal is authorized or required under applicable law or rules of professional conduct, including Client's refusal to cooperate with us or to follow our advice on a material matter. In the event of our withdrawal, Client agrees to pay for all services rendered and costs or expenses paid or incurred prior to the date of such withdrawal.

4. Disclosure of Representations

Based on the information we have received to date, PSZ&J is not aware of any current or past relationship with another party interested in the subject matter of this representation that may constitute a conflict of interest, nor does PSZ&J itself have an interest in the subject matter of the representation.

5. Conflicts

Client recognizes and acknowledges that modern business and finance can result in Client having connections with a myriad of businesses. Client agrees that the PSZ&J may represent, in an unrelated matter, a party adverse to Client or any of its affiliated entities.

PSZ&J's acceptance of this representation is conditioned upon Client's agreement that, in any other matter not related to this representation, in which Client is or may be a party in interest, PSZ&J's representation of Client in this matter will not create a potential or actual conflict of interest, and that PSZ&J may undertake the representation, notwithstanding Client's interest in those matters, without further notice to or consent by Client, provided that the confidentiality of Client's information is

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preserved. Client further agrees that it will not use its relationship with PSZ&J as a basis for the assertion of the existence of a conflict of interest of any kind in order to block PSZ&J's representation of other clients in such other matters.

If disagreements were to ensue between persons or entities that make up Client, the interests of such persons or entities could come into conflict. To the extent this possibility may be deemed a potential conflict concerning the representation of Client contemplated by this agreement, the persons or entities which make up Client waive it.

Each person and entity further agree that no information acquired by PSZ&J through or as a result of PSZ&J's representation of the entity or person, is confidential as between the entity or person and the other entities or persons that make up Client.

6. Document Retention Policy

Finally, during the course of this Representation, PSZ&J will generate and maintain files, documents and electronic records (including email messages) related to this matter, including the PSZ&J's administrative, conflict of interest and billing records ("Client Files"). PSZ&J has a records retention policy to address Client Files that are no longer needed for legal and/or business purposes. At the conclusion of this matter, the Client may request the return of any or all of the Client Files, subject to the terms of any protective order or non-disclosure agreement. PSZ&J reserves the right to copy (at our expense) and keep any selected files that may be transferred to the Client. Any Client Files that are not transferred to the Client will be retained by PSZ&J for a period of five years from the date this matter is concluded. At the end of this period, the Client Files may be destroyed. Although PSZ&J will, as a courtesy, endeavor to reiterate this policy at the time this matter is closed and prior to the end of the retention period, the failure to provide such additional notices will not alter or extend the terms of the PSZ&J's records retention policy.

This letter sets forth the terms of the retention agreement between Client and PSZ&J. Please acknowledge Client's approval

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of the terms of this letter agreement by returning an executed copy
of this letter agreement to me.

Once again, thank you for selecting Pachulski Stang Ziehl &
Jones LLP to serve as Client's counsel. We look forward to working
with you in this matter. I would be pleased to answer any questions
you might have.

Very truly yours,

PACHULSKI STANG ZIEHL
& JONES LLP


Laura Davis Jones

Agreed and accepted this ____ day of _____, 2021:

Arnold & Itkin LLP

By: 

Jason Itkin, Esquire
Its Authorized Signatory